

**Easement Agreement**

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, Shelby County Tennessee (Hereinafter called "Grantor") organized and existing under the laws of the State of Tennessee, acting through the Shelby County Board of Commissioners and Mayor, does hereby execute and deliver this instrument in favor of the City of Olive Branch, a municipality organized and existing under the laws of the State of Mississippi (hereinafter called "Grantee"),

Grantor has this day bargained and sold and does hereby transfer and convey unto Grantee a construction and temporary access easement for the purpose of allowing Grantee and its selected contractors to construct certain road improvements and drainage facilities on the right of way property within Shelby County and owned by Shelby County as further described in Exhibit A hereto, which is hereby incorporated by reference as duly as if copied herein verbatim.

In addition to the construction easement to install the improvements on the right of way, the Grantor also will provide a temporary access easement, for any property within any existing Right of Way owned by the County that is within 100 feet of the project beginning and ending points, to allow Grantee and its contractors access to the parts of the road in Shelby County that are to be improved. Such temporary construction access easement is solely for the purpose of allowing the City of Olive Branch and its contractors and inspectors to enter upon the land encumbered by the temporary construction easement during construction and in and related to the improvements that are to be installed; and the temporary construction easement shall exist only during such construction.

It is the intent of this instrument to grant the above described easements upon, in, over, across and under the property of the Grantor above described.

Incident to the grant of such easement, Grantor and Grantee agree as follows:

1. Grantee or its contractors will re-grade and re-establish any vegetation in any non-improved area within the Shelby County Right of Way that is disturbed by the work done within the easement.
2. This easement agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.
3. Grantee will notify the Shelby County Engineer, upon completion of the project, but prior to final payment to the Contractor, of the final status of the project in order to allow the County Engineer the opportunity to conduct an inspection of the improvements and right of way to assure compliance with the terms of this easement.

Witness the due execution thereof.

Grantor

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By:  
Mayor — Shelby County, Tennessee

City of Olive Branch, Mississippi

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By:  
Title:

Attest:

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Approvals:

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Michael Oakes, County Engineer

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Assistant County Attorney

**EASEMENT AGREEMENT**  
**Description of Property Covered by Easement**